

## Agreement to Mediate

This is an agreement between \_\_\_\_\_, \_\_\_\_\_, and \_\_\_\_\_ (the Parties).

The Parties agree to enter mediation in good faith, and with a sincere desire to reach a mutually acceptable resolution of their differences regarding \_\_\_\_\_.

### Deadline

The undersigned Parties agree to set aside \_\_\_\_\_ (date) for mediation sessions. The sessions shall begin on \_\_\_\_\_ and end no later than \_\_\_\_\_.

### Logistics

The mediation session will be conducted from 8:30 a.m. to 4:30 p.m. in Room \_\_\_\_\_ of Building \_\_\_\_\_.

### Provisions

The provisions of this agreement are as follows:

1. The mediator is a neutral third-party facilitator who will guide the Parties through a process designed to help them reach their own agreement. The mediator will not make decisions about "right" or "wrong" or tell the Parties what to do.
2. Mediators do not offer legal advice, nor do they provide legal counsel.
3. For mediation to work, the Parties agree and understand that open and honest communications are essential. Accordingly, all written and oral communications, negotiations and statements made in the course of mediation will be treated as privileged discussions and are confidential.

Therefore:

- a. The mediator will not reveal to anyone the names of the Parties or anything discussed in mediation unless expressly requested to do so by the Parties. It is understood that the mediator is not required to maintain confidentiality if they have reason to believe

that any party is in danger of bodily or egregious psychological harm, or if criminal activity is divulged.

- b. The Parties agree that they will not at any time before, during, or after mediation, call the mediator as witnesses in any legal or administrative proceeding concerning this dispute.
  - c. The mediator will destroy any records, notes, work product or the like developed during the mediation process (except for the written resolution agreement, if one is reached).
4. It is understood that full disclosure of all relevant information is essential to the mediation process. Accordingly, there will be a complete and honest disclosure by each of the Parties to the other and to the mediator of relevant information and documents.
5. All Parties must agree regarding who will be present during the mediation session. Who will include not only the Parties themselves, but any representative(s) either party proposes to be part of the mediation sessions. Any proposed changes of personnel must be communicated to the mediator in advance. In this mediation, the Parties present will be \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, and \_\_\_\_\_.
6. All Parties agree not to proceed in another forum (such as an WVEEO formal EEO complaint, or administrative grievance process, or court) if mediation continues.
7. While all Parties intend to continue with mediation to reach agreement, it is understood that mediation is voluntary, and any Party may withdraw from mediation at any time. It is agreed that if one or more Parties decide to withdraw from mediation, good faith efforts will be made to discuss this decision in the presence of both Parties and the mediator.
8. If the mediator determines that it is not possible to resolve the issues through mediation, the process can be terminated once this has been conveyed to the Parties and confirmed in writing.
9. If an agreement is reached, the mediator will prepare a written agreement draft to be finalized in a joint session with the Parties. Each party will be advised to seek his/her own representative or legal counsel before the agreement is placed in final form.

10. The ways in which any agreement arising out of this mediation may be used will be spelled out as a provision of the agreement itself. The Parties agree that this will clarify all future uses of their written agreement.

I have read, understood, and agreed of my own free will and without coercion to each of the provisions of this agreement.

\_\_\_\_\_  
Party #1

\_\_\_\_\_  
Date

\_\_\_\_\_  
Party #2

\_\_\_\_\_  
Date

\_\_\_\_\_  
Party #3

\_\_\_\_\_  
Date

*Mediator:*

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

*EEO Coordinator/Responsible Agency Management Official*

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date